

TRC ENVIRONMENTAL CORPORATION CONSULTING AGREEMENT

This AGREEMENT made on the 13TH day of March, 2012 is by and between TRC Environmental Corporation ("TRC" or "CONSULTANT"), and Lazarus Texas Refinery I, LLC, a Corporation with offices at 801 Travis, Suite 2100, Houston Texas 77002 ("CLIENT"). CLIENT retains TRC to perform certain engineering consulting services at or relative to certain premises at the Former Falcon Refinery in Ingleside, Texas in return for consideration to be paid by CLIENT under terms and conditions set forth below.

The offer and acceptance of any services or goods covered by this Agreement is conditioned upon the terms and conditions contained herein. Any additional or different terms and conditions proposed by CLIENT are objected to and will not be binding upon CONSULTANT unless specifically assented to in writing by CONSULTANT's authorized representative.

ARTICLE 1. SCOPE OF WORK

CONSULTANT will provide engineering consultation and other services as provided in the attached Schedule A. The Scope of Work and the time schedules set forth in Schedule A are based on information provided by the CLIENT. If this information is incomplete or inaccurate, or if site conditions are encountered which materially vary from those indicated by CLIENT, or if CLIENT directs CONSULTANT to change the original Scope of Work shown in Schedule A, a written amendment equitably adjusting the costs, performance time and/or terms and conditions, shall be executed by CLIENT and CONSULTANT.

ARTICLE 2. COMPENSATION

- 2.1 CONSULTANT bills for its services on a time and materials basis. If requested, CONSULTANT will provide additional estimates of the fees for a particular task, and CONSULTANT will not exceed that estimate without prior CLIENT approval. CONSULTANT will notify CLIENT of any revisions to the costs and effective date thereof which shall not be less than thirty (30) days after such notice.
- 2.2 CONSULTANT will submit monthly invoices for Services rendered, and CLIENT will make payment within thirty (30) days of receipt of CONSULTANT'S invoices. If CLIENT objects to all or any portion of an invoice, it will notify CONSULTANT of the same within fifteen (15) days from the date of receipt of the invoice and will pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion of the invoice. Prices or rates quoted do not include state or local taxes.
- 2.3 If CLIENT fails to make any payment due CONSULTANT within thirty (30) days after receipt of an invoice, then the amount due CONSULTANT will increase at the rate of

1.5 percent per month after the 30th day. In addition, CONSULTANT may, after giving seven (7) days' written notice to CLIENT, suspend its services and any deliverables until CONSULTANT has been paid in full for all amounts outstanding more than thirty (30) days. In the event that CONSULTANT must resort to legal action to enforce collection of payments due, CLIENT agrees to pay attorney fees and any other costs resulting from such action.

ARTICLE 3. CLIENT'S RESPONSIBILITIES

- 3.1 CLIENT will designate in writing the person or persons with authority to act in CLIENT's behalf on all matters concerning the work to be performed for CLIENT.
- 3.2 CLIENT will furnish to CONSULTANT all existing studies, reports, data and other information available to CLIENT necessary for performance of the work, authorize CONSULTANT to obtain additional data as required, and furnish the services of others where necessary for the performance of the work. CONSULTANT will be entitled to use and rely upon all such information and services.
- 3.3 Where necessary to performance of the work, CLIENT shall arrange for CONSULTANT access to any site or property.

ARTICLE 4. PERFORMANCE OF SERVICE

- 4.1 CONSULTANT's services will be performed and its report submitted within the time period set forth in Schedule A.
- 4.2 CONSULTANT's services under this Agreement will be considered complete at the earlier of (i) the date when CONSULTANT'S report is accepted by the CLIENT or (ii) thirty (30) days after the date when CONSULTANT'S report is submitted for final acceptance if CONSULTANT is not notified in writing within such 30-day period of a material defect in such report.
- 4.3 Additional services will be performed and completed within the time period agreed to in writing by the parties at the time such services are authorized.
- 4.4 If any time period within or date by which any of CONSULTANT's services are to be performed is exceeded for reasons outside of CONSULTANT's reasonable control, all rates, measures and amounts of compensation and the time for completion of performance shall be subject to equitable adjustment.

ARTICLE 5. CONFIDENTIALITY

CONSULTANT will hold confidential all information obtained from CLIENT, not previously known by CONSULTANT or in the public domain, unless such information comes into the public domain through no fault of CONSULTANT, or is furnished to CONSULTANT by a third party who is under no obligation to keep such information confidential.

ARTICLE 6. WARRANTY

In performing services, CONSULTANT agrees to exercise professional judgment, made on the basis of the information available to CONSULTANT, and to use the same degree of care and skill ordinarily exercised in similar circumstances by reputable consultants performing comparable services. This standard of care shall be judged as of the time and place the services are rendered, and not according to later standards. Reasonable people may disagree on matters involving professional judgment and, accordingly, a difference of opinion on a question of professional judgment shall not excuse CLIENT from paying for services rendered or result in liability to CONSULTANT.

If any failure to meet the foregoing Warranty appears during one year from the date of completion of the service and CONSULTANT is promptly notified thereof in writing, CONSULTANT will at its option and expense re-perform the nonconforming work or refund the amount of compensation paid to CONSULTANT for such nonconforming work. In no event shall CONSULTANT be required to bear the cost of gaining access in order to perform its Warranty obligations.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY. CONSULTANT DOES NOT WARRANT ANY PRODUCTS OR SERVICES OF OTHERS DESIGNATED BY CLIENT.

ARTICLE 7. INSURANCE

CONSULTANT will procure and maintain insurance as required by law. At a minimum, CONSULTANT will have the following coverage:

- (1) Workers compensation and occupational disease insurance in statutory amounts.
- (2) Employer's liability insurance in the amount of \$1,000,000.
- (3) Automobile liability in the amount of \$1,000,000.
- (4) Commercial General Liability insurance for bodily injury, death or loss of or damage to property of third persons in the amount of \$1,000,000 per occurrence, \$2,000,000 in the aggregate.

- (5) Professional errors and omissions insurance in the amount of \$1,000,000.

ARTICLE 8. INDEMNITY

- (a) Each Party will indemnify the other Party, its employees, representatives, contractors, consultants and agents from and against any claims, costs, liabilities or expenses, including reasonable attorney's fees, to the extent caused by the negligent, reckless or willful acts of the indemnifying Party in connection with the services hereunder.
- (b) Notwithstanding the foregoing, in the event that CONSULTANT performs intrusive ground work as part of the Scope of Work, CLIENT shall indemnify CONSULTANT from and against any and all claims, costs, liabilities or expenses, including reasonable attorneys' fees, resulting from, or arising out of, damages to subsurface or underground utilities or structures, including but not limited to, gas, telephone, electric, water or sewer utilities whose locations were not designated or identified to CONSULTANT prior to the commencement of any subsurface investigation or cleanup, including but not limited to, excavation, drilling, boring, or probing required to be conducted by CONSULTANT as part of site investigation, characterization or remediation work.

ARTICLE 9. ALLOCATION OF RISK

- (a) CONSULTANT shall be liable to CLIENT only for direct damages to the extent caused by CONSULTANT'S negligence or willful misconduct in the performance of its services. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR INDIRECT, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES. To the fullest extent permitted by law, the total liability in the aggregate of CONSULTANT and its employees, subcontractors or suppliers to CLIENT and anyone claiming by, through or under CLIENT on all claims of any kind (excluding claims for death or bodily injury) arising out of or in any way related to CONSULTANT's services, or from any cause or causes whatsoever, including but not limited to negligence, errors, omissions, strict liability, indemnity or breach of contract, shall not exceed the total compensation received by CONSULTANT under this agreement, or the total amount of \$50,000, whichever is greater. All such liability shall terminate on the expiration date of the warranty period specified in Article 6.
- (b) If CONSULTANT furnishes CLIENT with advice or assistance concerning any products, systems or services which is not required under the Scope of Work or any other contract among the parties, the furnishing of such advice or assistance will not subject CONSULTANT to any liability whether in contract, indemnity, warranty, tort (including negligence), strict liability or otherwise.

ARTICLE 10. OWNERSHIP OF DOCUMENTS

CONSULTANT shall furnish the number of copies of each report to CLIENT specified in Schedule A. Except for the report, all field data and notes, laboratory test data, calculations, estimates and other documents which the CONSULTANT prepares shall remain the property of the CONSULTANT. The CLIENT agrees that all reports and other work the CONSULTANT provides which are not paid for will be returned upon demand and will not be used for any purpose whatsoever.

Any report prepared as part of the work will be prepared solely for use of the CLIENT. Third parties are not to rely on the report unless both CONSULTANT and CLIENT consent in writing to such reliance. CONSULTANT may assess a small charge in connection with documenting such consent.

ARTICLE 11. INDEPENDENT CONTRACTOR

The CONSULTANT is an independent contractor and shall not be regarded as an employee or agent of the CLIENT.

ARTICLE 12. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

The CONSULTANT shall observe all applicable provisions of the federal, state and local laws and regulations, including those relating to equal opportunity employment.

ARTICLE 13. SAFETY

The CLIENT shall be obligated to inform the CONSULTANT and its employees of any applicable site safety procedures and regulations known to CLIENT as well as any special safety concerns or dangerous conditions at the site. The CONSULTANT and its employees will be obligated to adhere to such procedures and regulations once notice has been given.

CONSULTANT shall not have any responsibility for overall job safety at the site. If in CONSULTANT's opinion, its field personnel are unable to access required locations or perform required services in conformance with applicable safety standards, CONSULTANT may immediately suspend performance until such safety standards can be attained. If within a reasonable time site operations or conditions are not brought into compliance with such safety standards, CONSULTANT may in its discretion terminate its performance, in which event, CLIENT shall pay for services and termination expenses as provided in Article 18.

ARTICLE 14. LITIGATION

At the request of CLIENT, CONSULTANT agrees to provide testimony and other evidence in any litigation, hearings or proceedings to which CLIENT is or becomes a party in connection with the work performed under this Agreement. CLIENT agrees to compensate CONSULTANT at its then current rates for its time and other costs in connection with such evidence or testimony. Similarly, if CONSULTANT is compelled by legal process to provide testimony or produce documents or other evidence in connection with work performed, CONSULTANT agrees to contact CLIENT and cooperate with CLIENT and CLIENT's counsel. CLIENT agrees to compensate CONSULTANT at its then current rates for its time and expense in connection with such testimony or document and other evidentiary production.

ARTICLE 15. NOTICE

All notices to either party by the other shall be deemed to have been sufficiently given when made in writing and delivered in person, by facsimile, certified mail or courier to the address of the respective party or to such other address as such party may designate.

ARTICLE 16. TERMINATION

The performance of work may be terminated or suspended by either party, in whole or in part. Such termination shall be effected by delivery of fifteen (15) days' prior written notice specifying the extent to which performance of work is terminated and the date upon which such action shall become effective. In the event work is terminated or suspended by CLIENT (or by CONSULTANT as provided under Article 15 above) prior to the completion of services contemplated hereunder, CONSULTANT shall be paid for (i) the services rendered to the date of termination or suspension; (ii) demobilization costs; (iii) costs incurred with respect to noncancellable commitments; and (iv) reasonable services provided to effectuate a professional and timely project termination or suspension.

ARTICLE 17. SEVERABILITY

If any term, covenant, condition or provision of these Terms and Conditions is found by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of these Terms and Conditions shall remain in full force and effect, and shall in no way be affected, impaired or invalidated thereby.

ARTICLE 18. WAIVER

Any waiver by either party or any provision or condition of these Terms and Conditions shall not be construed or deemed to be a waiver of a subsequent breach of the same provision or condition, unless such waiver is so expressed in writing and signed by the party to be bound.

ARTICLE 19. GOVERNING LAW

These Terms and Conditions will be governed by and construed and interpreted in accordance with the laws of the State of [STATE OF TRC ENTITY FORMATION].

ARTICLE 20. CAPTIONS

The captions of these Terms and Conditions are intended solely for the convenience of reference and shall not define, limit or affect in any way the provisions, terms and conditions hereof or their interpretation.

ARTICLE 21. ENTIRE AGREEMENT

These Terms and Conditions including attached Schedules represent the entire understanding and agreement between the parties and supersede any and all prior agreements, whether written or oral, and may be amended or modified only by a written amendment signed by both parties.

This Agreement is effective on the last day signed.

TRC Environmental Corporation

By _____

Name _____

Title _____

Date _____

Lazarus Texas Refinery I, LLC

By  _____

Name Jonathan Carroll

Title President

Date March 21, 2012